

Sturgis Community Center/Sturgis Auditorium

1401 Lazelle Street

Sturgis, SD 57785

605-347-6513

ROOM RENTAL RULES AND REGULATIONS

The Lessee hereby makes application for use of the Sturgis Community Center/Auditorium Facilities by the names individual or organization and certifies that all information is true and correct as stated. The Lessee further states that he/she has the proper authority to make application for the named organization and as their representative agrees that the organization will observe all rules and regulations. The Lessee will exercise these regulations with the utmost care in using the facilities and property.

Any checks written for fees and charges for the facility must be signed by the individual who appears on the Lessee signature line. Facilities are to be used only by established and responsible organizations/individuals. The Center's Directors reserves the right to withhold approval of any reservations.

RULES & REGULATIONS

1. All determinable fees, plus the appropriate damages/cleaning deposit, are payable prior to use. Surcharges, hourly fees and amounts that are not determinable prior to the event are due within 10 working days from written notification. After a contract has been approved by one of the Center's Directors, any cancellation made by the Lessee will result in forfeit of rental deposit fee. Exception: If the Sturgis Community Center is notified in writing at least seven (7) days in advance of a cancellation, a full refund will be granted.
2. No sublet shall be initiated by the Lessee.
3. Lessee will be made aware of the general policies of the Sturgis Community Center/Auditorium, and of the specific rules that apply to each area within the Community Center/Auditorium, and that they will be responsible that the group abide by such policies and rules.
4. Lessee shall be financially responsible for any and all damage to equipment, facilities, and grounds as a result of their use and shall reimburse the Sturgis Community Center in full for the expense of such damage. This includes excessive cleanup.
5. Prior to occupancy of the facility, the Lessee shall notify the Sturgis Community Center of any damages, deficiency, or similar facts observed by the Lessee, either in the facility or on the grounds, in order that such might not be attributable to the Lessee in the course of occupancy. This information will be documented, signed, and dated by both the Lessee and the Sturgis Community Center.
6. Nails, screws, for fixtures of any kind may not be driven in or applied to the walls, woodwork, floors, or ceilings of the Sturgis Community Center/Auditorium. Decorations shall not be taped to a painted surface other than cinder block walls. In addition there is to be NO powders or any other kind of substance put on the floors, this grinds into the floors and causes damage to the floors.
7. Lessee will perform the following duties within the prescribed time frame:
 - A. Set up and removal of all decorations.
 - B. Clean up and place all refuse in proper containers.
 - C. Have all persons leave the rental area no later than the ending time indicated on the rental agreement.An additional fee may be charged for time in the area after the stated ending time. The Sturgis Community Center will set up all chairs and tables if specifically requested at least 24 hours in advance. The Community Center will be responsible putting away all tables and chairs. It is generally expected that the Lessee leave the occupied area(s) in the same condition in which it was found.
8. In order to hold any activity beyond the normal operating hours of the Sturgis Community Center, prior approval must be received by one of the Center's Directors.
9. In renting, leasing, or making available the use of its facilities, the Sturgis Community Center assumes no responsibility for:
 - A. Loss or damage to any property placed on the premises by the Lessee.
 - B. Loss or damage to any property or personal effects, including motor vehicles and their contents of the Lessee, it's members, employees, agents, participants, guests, or attendees.
 - C. Royalties or costs associated with any production or event.

10. The **Lessee** indemnifies and holds harmless the Sturgis Community Center, the City of Sturgis, and all its officers, employees, volunteers, and agents against all claims, losses, or liabilities arising from the use of said room/areas arising from but not limited to, the actions of the designed function or activity but also from the general use of the Sturgis Community Center.
11. The Sturgis Community Center may require an applicant to show proof of insurance to protect the Community Center against liability as may be associated with usage. The absence of such requirement being applied to any use shall not negate responsibility as stipulated in paragraphs 11 or 12.
12. The Sturgis Community Center reserves the right to control all activities and to eject any person(s) disregarding the rules and regulations of the facility. In such case, there will be no refund of fees.
13. **Lessee** shall abide by all local ordinances as well as state and federal laws.
14. It will be the responsibility of the **Lessee** to determine and meet any tax levies and obtain any licenses as needed prior to use.
15. If additional lighting and/or sound equipment is required, the **Lessee** shall be responsible for all costs. Groups renting the theater must use the Community Center theater technicians.
16. Attire appropriate to the activity must be worn in the facility. EXAMPLE: No dark soled shoes leaving marks are allowed in the gymnasium or racquetball courts.
17. Use of alcohol is prohibited in the facility and on the grounds without application and permission. Tobacco products are prohibited inside the Sturgis Community Center and Auditorium.
18. Abusive language is not permitted in the facility or on the grounds.
19. All on-site food preparation must be prepared in the kitchen area. Dispensing and consumption of food and/or beverages will be confined to designated rental areas (gymnasium & meeting rooms) lobby, and concession area. **ABSOLUTELY NO FOOD OR BEVERAGES ARE PERMITTED INSIDE THE THEATER AREA.**
20. The operation of concessions shall be the sole responsibility of the Sturgis Community Center at the Community Center. Groups shall be limited to providing snacks and meals to their group only and not offer such to other groups/public at the Community Center. All profits from concessions accrue to the Community Center.
21. No tables, chairs, or other obstructions will be permitted in passageways, aisles, or emergency exits that would hinder entering or exiting the facility.
22. No Sturgis Community Center/Auditorium equipment may be removed from the building.
23. Groups including students/children are required to have at least one adult supervisor per 15 students/children. Coed groups are required to have coed supervisors. Such supervisors will be made aware of the operating rules of the Community Center for the areas they are using. Supervisors are responsible for keeping groups out of areas they have not rented or arranged for in advance.
24. Pets are prohibited in the Center/Auditorium and may not be left unattended on the grounds.
25. **Lessee** agrees to submit all advertising and promotional materials to one of the Center's Directors for approval prior to use. All flyers and/or announcements to be posted in the facility will be posted by the Center staff.

All questions, concerns, and suggestions regarding this document should be directed to the Community Center at (605) 347-6513.